

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT

This Agreement is hereby made and entered into by and between the Department of Human Resources' Child Support Enforcement Administration (CSEA) of the State of Maryland, hereinafter referred to as the "Department" or "CSEA" and The Mayor and City Council, a body corporate and politic, acting through the State's Attorney's Office for Baltimore City, hereinafter collectively referred to as the "Provider." The Provider agrees to operate a program to provide legal representation for child support services in accordance with the federal Department of Health and Human Services (HHS) approved State Plan under Title IV-D of the Social Security Act and the Cooperative Reimbursement Program Application, and Terms and Conditions, which are included herein and made a part of this Agreement.

This Agreement shall be effective from October 1, 2009 through September 30, 2010.

Total Cost: **\$1,537,582**
Less Administrative Fee Retained by the Department: **\$55,349**

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION


COOPERATIVE REIMBURSEMENT AGREEMENT
APPLICATION

Name of Provider: State's Attorney for Baltimore City		
Address: 208 Clarence Mitchell, Jr. Courthouse, 100 North Calvert Street		
City: Baltimore	State: Maryland	Zip Code: 21202
Federal I.D. #: 52-60000769		
Program Supervisor: Martin McGuire		Phone No.: (410) 951-8093
Additional Phone No.: (410) -		Fax No.: (410) 951-8256
Email address: Mmcguire2@dhr.state.md.us		

PART I - PROVIDER'S CERTIFICATION


Application is hereby made to the Department for approval of a program to provide child support services in accordance with the HHS approved State plan under Title IV-D of the Social Security Act.

Sheila Dixon, Mayor of Baltimore City
Typed Name and Title of Chief Executive (County Executive; Chairman,
Board of County Commissioners; Mayor; or their Designee)


Signature of Chief Executive

11/7/2010
Date

Patricia C. Jessamy, State's Attorney for Baltimore City
Typed Name and Title of Program Director (Circuit Court Administrator;
Judge or Designee)


Signature of Program Director

12/10/09
Date

**PART II. LOCAL DEPARTMENT OF SOCIAL SERVICES/
LOCAL CHILD SUPPORT AGENCY REVIEW**

I have reviewed the contents of this Cooperative Reimbursement Agreement Application prepared by the State's Attorney's Office and certify that it meets the child support requirements for the Child Support Enforcement Administration, Local Child Support Enforcement Agency for Baltimore City.

for Joseph A. Jackins, Jr., Executive Director for Child Support Enforcement Administration
Typed Name and Title

Signature

J. A. Jackins, Jr.

Date

2/2/2010

PART II. PROGRAM NARRATIVE

Service Requirements:

Listed below are the categories of services and participation required for the State's Attorney's Office in providing legal representation for the local child support office. The detailed requirements are included on Pages 4 through 5d.

- A. Establishment of Paternity and Obligations for Child Support and Medical Support
- B. Enforcement of Obligations for Child Support and Medical Support
- C. Review and Adjustment of Child Support Orders
- D. Participation In Local Program Initiatives
- E. Conflict of Interest
- F. Customer Service
- G. Training and Staff Development
- H. Collaboration and Coordination

PART II. PROGRAM NARRATIVE

Service Requirements:

A. Establishment of Paternity and Obligations for Child Support and Medical Support

1. In-state Case Processing Requirements - The State's Attorney's Office shall:

- (a) Initiate action to establish paternity and obligations for child support and medical support within seven (7) days of receipt of referrals from the local child support office in accordance with the Code of Federal Regulations (CFR), Maryland State Annotated Code - Family Law Article and Courts and Judicial Proceedings Article, Code of Maryland Regulations (COMAR), and CSEA Program Policy.
- (b) Within 90 days after the alleged Non-Custodial parent is located, establish paternity and/or obligation for child support and medical support or complete service of process proceedings to establish paternity and/or a support order and if necessary, document unsuccessful attempts to serve process in accordance with the State's guidelines defining diligent efforts consistent with 45 CFR 303.3.
- (c) In accordance with federal and state law, include in the petition for child support a provision for health insurance coverage and a health insurance withholding order for all new orders, regardless of case type, ability to pay, or availability of a health insurance policy. The decision to include health insurance coverage and/or a health insurance withholding order will be left to the discretion of the court.

2. Interstate Case Processing Requirements - The State's Attorney's Office shall:

- (a) Establish paternity and/or support (including health insurance/medical support) in accordance with the Uniform Interstate Family Support Act, Maryland State rules and regulations, CSEA Program Policy, and 45 CFR 303.7.
- (b) Retain case until action requested to establish paternity and/or the support obligation is completed.
- (c) After order establishment for an initiating case, notify the Responding State to refer all future correspondence to the Local child support office and provide to the Responding State the contact information for the Local child support office.

3. Other Responsibilities - The State's Attorney's Office shall perform those other duties as checked by the Local Child Support Office:

(a) TCA Non-Cooperation:

- ☒ If the TCA customer fails to cooperate in the establishment of paternity and/or support obligation, input the non-cooperation code on the automated child support enforcement system (CSES).

PART II. PROGRAM NARRATIVE (cont'd)

Service Requirements (cont.):

A. Establishment of Paternity and Obligations for Child Support and Medical Support (cont.)

- ☒ In the event that the TCA customer is sanctioned, the TCA case is closed and becomes a Non-TCA case, follow CSEA Non-TCA intent to close policy and provide notification to the local child support office.
- ☒ If good cause is determined, close the case in accord with CSEA Policy and procedures and provide notification to the local child support office in accord with negotiations with the local office.

(b) Non-TCA Non-Cooperation:

- ☒ In the event that the Non-TCA Customer is non-cooperative, issue intent to close notice to the Non-TCA customer and document CSES in accordance with CSEA policy and procedure.
- ☒ Notify the local child support office that the intent to close has been issued in accordance with procedures negotiated with the local child support office.

(c) Non-Custodial Parent Relocation Required:

- ☐ Using CSES, assess case back to the location function. Retain all other interest in the case to include hard copy documents until such time that there is a final disposition on the case.

(d) Disposition after Paternity and/or Support Order Establishment

- ☐ Enter on paternity and support order information on CSES in accordance with CSEA Policy and procedures.
- ☐ Establish fiscal accounts related to the support order in accordance with CSEA Policy and procedures.
- ☐ Provide a copy of the support order to the local child support office.
- ☐ Using CSES, assess the case to the fiscal function.

PART II. PROGRAM NARRATIVE (cont'd)

Service Requirements (cont.):

B. Enforcement of Obligations for Child Support and Medical Support/Insurance

1. The State's Attorney's Office shall enforce, (to include but not be limited to contempt, garnishments, liens, judgments, criminal non-support, etc.) *in-state and interstate* obligations for support (child support, alimony in conjunction with child support and/or medical support) referred by the local child support office in accordance with the Code of Federal Regulations (CFR), Maryland State Annotated Code - Family Law and Courts and Judicial Proceedings Articles, Code of Maryland Regulations (COMAR), and CSEA Program Policy .
 - ☒ The States Attorney's Office shall document in CSES all enforcement actions taken in accordance with CSEA policies and procedures.
 - ☐ The State's Attorney's Office shall prepare all legal documents related to the enforcement function.
 - ☐ The State's Attorney's Office shall file all appropriate legal documents within seven (7) business days of receipt of referral from the local child support agency.
2. The State's Attorney's Office shall enforce employers' earnings withholding and health insurance enrollment requirements.
 - a. If an employer willfully refuses to withhold child support payments or remit the deducted amount in accordance with §10-129 of the Family Law Article from an obligated parent's earnings without a valid reason, the State's Attorney's Office shall take an enforcement action in accordance with Maryland State Annotated Code – Family Law and Court and Judicial Proceedings Article.
 - b. If an employer willfully refuses to enroll a child, disenrolls or eliminates coverage for a child without a valid reason, the State's Attorney's Office shall take enforcement action in accordance with the Code of Federal Regulations (CFR), Maryland State Annotated Code - Family Law and Courts and Judicial Proceedings Articles, Code of Maryland Regulations (COMAR), and CSEA Program Policy, when the following conditions have been met:
 - (1) Such coverage is available to the obligated parent in accordance with the CFR defining reasonable cost; and
 - (2) Such coverage would not substantially reduce the amount of the child support obligation.

PART II. PROGRAM NARRATIVE (cont'd)

Service Requirements (cont.):

C. Review and Adjustment of Child Support Orders (cont):

The State of Maryland is required by federal regulations at 45 CFR 303.8 to provide services, upon request of either party to review and adjust support orders. The review and adjustment actions shall be completed within 180 days from receipt of the request from either party for both the local child support office and the State's Attorney's Office.

The State's Attorney's Office shall, based on a referral from the local child support office provide services to review and/or adjust support orders as checked below:

☐ Review and Adjustment of Support Orders

Within five (5) days of receiving a referral from the local child support office, the State's Attorney's Office shall issue notices to both parents to obtain financial and other information for the purpose of determining if an adjustment in the support amount is required.

After receipt of the financial and other information, the State's Attorney's Office shall conduct a review and apply the child support guidelines. In cases where there is a 25% change in the amount of the support obligation, the State's Attorney's Office shall seek an adjustment in the order. If the 25% threshold is not met, the State's Attorney's Office, at their discretion, may seek an adjustment in the order.

If a review of a case is conducted and it is determined that the order does not contain a provision for health insurance, the State's Attorney's Office shall seek a modification of the order to add a provision for health insurance, whether or not an adjustment to the amount of the child support obligation is required.

After the order is adjusted, provide notification to the local child support agency by:

☒ Updating CSES accounts in accord with CSEA policy and procedures.

☐ Providing copy of the modified order.

☐ Adjustment of Support Orders

Within five (5) days of receipt of a referral from the local child support office the State's Attorney's Office shall evaluate the documentation of the review conducted by the local office and make a determination to either seek an adjustment or refer the case back to the local office for additional information. Under no circumstance should a case be referred back to the local office if the sole reason for rejection is the review resulted in a downward modification.

PART II. PROGRAM NARRATIVE (cont'd)

Service Requirements (cont.):

If a review of the cases is conducted and it is determined that the order does not contain a provision for health insurance, the State's Attorney's Office shall seek a modification of the order to add a provision for health insurance, whether or not an adjustment to the amount of the child support obligation is required.

After the order is adjusted, provide notification to the local child support agency by:

- ☒ Updating CSES accounts in accord with CSEA policy and procedures.
- ☐ Providing a copy of the modified order.

Services Provided:

D. Participation in Departmental Initiatives

The State's Attorney's Office shall participate in the following Department Initiatives that are geared toward establishment and enforcement of support as negotiated between the Local Child Support Office and the State's Attorney's Office. Describe each initiative in the space below. Include in the description the process that will be used for documenting and tracking activities):

Warrant Sweep during Mother's Day

Contempt Process Training for PSI Staff

Monthly meetings with SAO and PSI

The State's Attorney shall maintain a case log

SAO staff will participate in training on PSI Link

Monthly meetings with State's Attorney's Office, PSI and the CSEA Local CRA Liaison with the intent to add additional CRA Providers in the future

PART II. PROGRAM NARRATIVE (cont'd)

Services Provided (cont'd):

E. Conflict of Interest

In accordance with Ethics Docket 2007-02 ~ State's Attorneys under Title 10 of the Family Law Article do in fact represent the CSEA in child support proceedings in an attorney-client relationship and do not represent the same to any other person.

In the event of a conflict of interest, the State's Attorney's Office may address the issue by (Check all boxes that apply):

- ☒ Entering into agreements with neighboring jurisdictions to handle conflict cases;
- ☒ Providing for a conflict attorney by either designating a specific attorney in the State's Attorney's Office to handle such cases or contracting with a private attorney to provide legal services. The cost of the attorney's services may be incorporated into the Cooperative Reimbursement Agreement contract budget, or
- ☒ Requiring the obligee to sign a Notice of Legal Representation and an acknowledgement and waiver of possible conflict of interest which allows the child support attorney to appear at any subsequent proceeding and represent the CSEA.

The State's Attorney's Office shall maintain a log of cases in which a determination that a conflict exists. For each such case, the State's Attorney's Office shall document the case file and CSES by specifying that a conflict exists, the condition(s) causing the conflict and the method used to process the case.

PART II. PROGRAM NARRATIVE (cont'd)

Services Provided (cont'd):

F. Customer Service

1. Describe in detail your customer service procedures for handling customer inquiries to include procedures for providing liaison with the CSEA Customer Service Unit and procedures for processing work orders received from the CSEA Call Center (Customer Care Center) contractor through the Local Child Support Agency. In processing work orders, the State's Attorney's Office shall maintain a log of all work orders received, respond to customers within 10 working days of receipt of the work order and document in CSES information about the issue(s) raised and how the issue(s) was (were) addressed.
2. Provide the name(s) and direct access telephone number(s) and e-mail address(es) for the following employees:
 - a. Employee(s) responsible for serving as liaison with the CSEA Customer Service Unit.
 - b. Employee(s) and back up for responding to Call Center work orders.

Supplementary pages may be added if needed. To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional pages Customer Service 6c, 6e...)

The Office of the State's Attorney routinely provides customer service and information to parties for child support actions being handled by our office. Due to the small size of the division and the varied responsibilities no one person has this responsibility which is shared by all support and legal staff of the office. Generally, parties are interviewed to determine the exact nature of the issue or inquiry, and information is provided as necessary. If staff are unable to resolve the issue concerning the Office of the State's Attorney the party is referred to the supervisor for additional assistance. If the issue or inquiry involves another partner in the child support process the party is referred to the appropriate agency for assistance.

Martin McGuire will be the Customer Service Liaison person at (410) 951-8093.

PART II. PROGRAM NARRATIVE (cont'd)

G. Staff Development And Training

1. **Child Support Program Policy** – The State's Attorney's Office shall require employees providing services under this contract to attend Child Support Training provided by CSEA to include but not be limited to "Introduction to Child Support" and any training on new policy(ies). In addition, the State's Attorney's Office shall maintain documentation of employees' satisfactory completion of the training. For more information see the following website;
<http://www.dhrnet.dhr/hrdt/training/training.htm>
2. **Automated Child Support System (CSES)** – The State's Attorney's Office shall require employees whose function includes updating information in the automated child support enforcement system to enroll in CSES training during the first six months of the contract. In addition, employees are to enroll and participate in any training that is provided by CSEA related to CSES enhancements.
3. **Child Support Program Policy and CSES System Releases**: The State's Attorney's Office shall require employees who provide services under this contract to review all Circular letters, memoranda and other information released by the Child Support Enforcement Administration related to child support program policy and automated system enhancements and changes. These documents are available on the DHRNet at www.dhrnet.dhr (DHR Intranet). Offices that do not have access to this website must maintain a hard copy or electronic file that contains the documents.
4. In addition, the State's Attorney's Office shall participate in all relevant statewide Conference calls about releases of CSES enhancement migrations.

H. Collaboration and Coordination Meetings

The State's Attorney's Office shall negotiate to establish and participate in periodic meetings with the Baltimore City OCSE and/or other partners as delineated below for the purpose of collaboration and coordination. The State's Attorney's Office shall maintain copies of meeting agendas and minutes.

PART III. PROGRAM PERSONNEL

A. Position List

Provide for each title or classification the number of positions, position identification number(s) and job description that details duties and responsibilities. This is mandatory for all full and part-time positions funded under this contract. Justification for new positions must be included in this section.

Supplementary pages may be added if needed. To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional pages 8a, 8b...)

Division Chief (1 Position) (540)

The Division Chief will function as program supervisor and will have supervisory and administration responsibilities as well as operational responsibility. As program supervisor, the Division Chief will organize and supervise the activities of the other Assistant State's Attorney's and clerical staff of the 2 units comprising this program – Interstate and the Local Unit and any other special projects that may be initiated. The program supervisor will have the responsibility for training new personnel and will initiate and establish procedures used by the State's Attorney's Office in the area of child support establishment and enforcement and is the staff member who will be responsible for monitoring and evaluating program activities to ensure that the program is being administered in accordance with the terms of the agreement.

Assistant State's Attorney's (10 Positions) (622), (515), (556), (557), (652), (510), (514A), (513) & (558)

Under general supervision, these prosecutors will prepare and try cases involving paternity, non-support and UIFSA action to establish or enforce child support. They will review, prepare and file petitions and criminal information in cases of child support establishment and enforcement. They will also appear for court hearings and trials scheduled in the domestic miscellaneous court. They will perform legal research; prepare legal petitions, and other legal documents. These prosecutors will also interview and prepare witnesses for court appearances and provide legal advice to the BCOCSE Case Initiation Division. Assistant State's Attorney's are graded according to their performance, experience and training.

Senior Secretary (559)

Under general supervision from the Division Chief, the Senior Secretary will assist the Division Chief in overseeing case flow and docket preparation, will assist with analyzing performance, statistics, work procedures and practices, and provide general assistance and training for the clerical staff. Working with the Division Chief, the Senior Secretary will insure that cases are processed in accordance with state law and regulations, properly and accurately documented and reviewed for completeness and timely court processing.

PART III. PROGRAM PERSONNEL

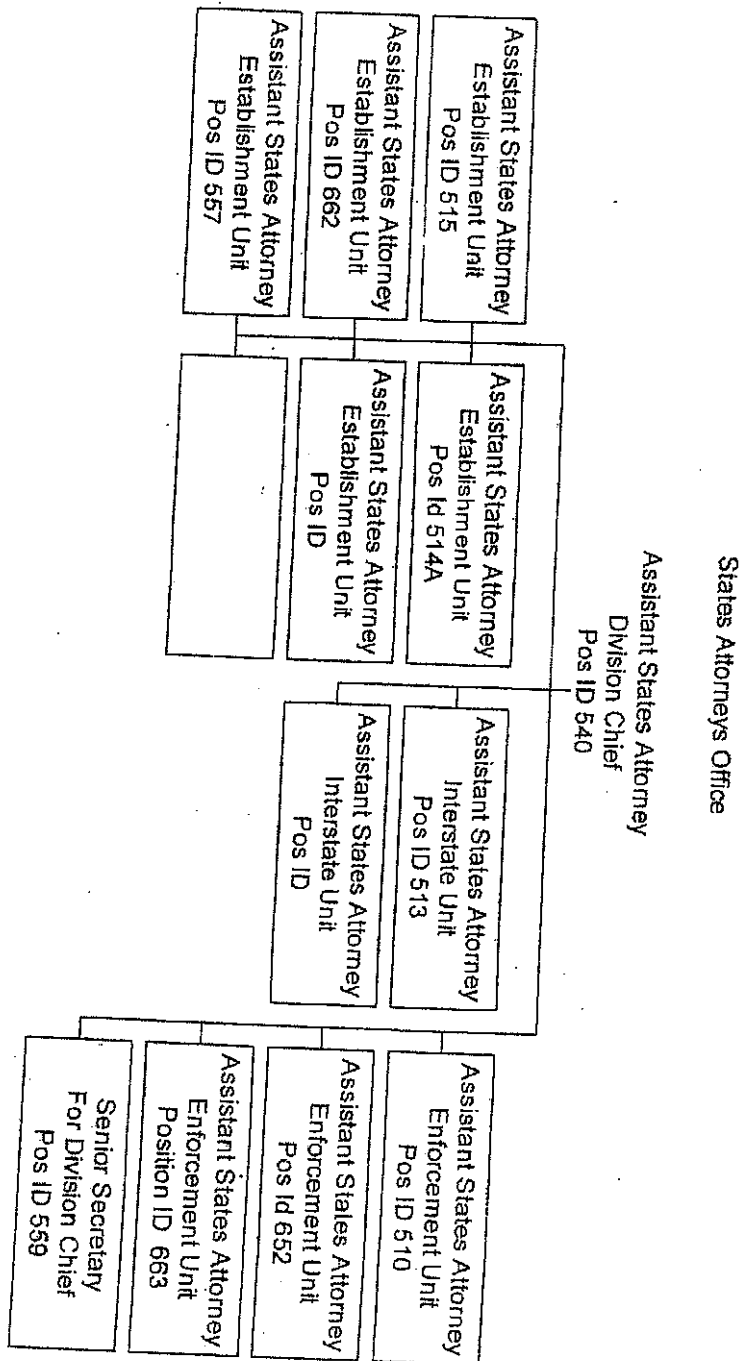
B. TABLE OF ORGANIZATION

Submit a table of organization depicting each personnel position included in this contract. The table of organization must show the lines of authority, functional units, position titles or classifications, and position identification numbers. Supplementary pages may be added if needed.

To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional pages 9a, 9b...)

See attachment page 9a of 17

Non Support Division



PART III. PROGRAM PERSONNEL

C. Documentation of Salary Costs

The Provider must show the basis to determine the budgeted salary costs (i.e., payroll records, pay scale or system generated reports) and attach the documentation to Part V, Program Budget Summary page. (See XXIX. Employee Certification A/B of the Terms and Conditions)

Baltimore City State's Attorney's Office Staff

1. Payrolls for the State's Attorney's Office are supported by the attendance reports certified by the program supervisor.
2. As staff performs 100% IV-D functions, attendance records are sufficient to support payrolls.
3. Salary for this year is estimated to allow for promotions and grade increased, which are authorized but not finalized by the time of preparation of this years Grant, due to the difference between the Grant and Baltimore's fiscal years.

**Bi-Weekly
Pay
Period**

UIT: Non-support

Beginning:

Ending:

SIGNATURE OF DIVISION CHIEF:

[illegible]

Part IV. YEARLY PERFORMANCE GOALS

Describe the Method and Statistics Used to Establish Performance Goals.

Goals are to be established in collaboration with the local child support office and should be based on the needs of the local child support office in meeting the performance measure goals for the jurisdiction. The method used to arrive at the goals must be described. This should include statistical data documented in the CSES, Court Calendar/Disposition Reports, as well as other factors impacting the needs of the local child support office.

Supplementary pages may be added if needed. To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional pages 11a, 11b...)

Part IV. YEARLY PERFORMANCE GOALS

ESTABLISHMENT OF PATERNITY AND SUPPORT ORDERS

	CRA ESTABLISHED GOAL
NUMBER OF CASES FOR WHOM PATERNITY WILL BE ESTABLISHED	1131
NUMBER OF CASES IN WHICH SUPPORT OBLIGATIONS WILL BE ESTABLISHED	2159
TOTAL	3290

This form should reflect your agency's projected number of paternitys and support obligations to be established.

Statistical data used to measure performance is based on data obtained from the Court Calendar and Disposition Screen produced by the CSES.

Part IV. YEARLY PERFORMANCE GOALS

	CRA ESTABLISHED GOAL
ENFORCEMENT OF SUPPORT	
NUMBER OF CASES IN WHICH CHILD SUPPORT OBLIGATIONS WILL BE ENFORCED	2733

	CRA ESTABLISHED GOAL
MODIFICATION OF SUPPORT	
NUMBER OF CASES IN WHICH CHILD SUPPORT OBLIGATIONS WILL BE MODIFIED	625

TOTAL OF ALL GOALS	6648
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This form should reflect your agency's projected number of orders to be enforced.

Statistical data used to measure performance is based on data obtained from the Court Calendar and Disposition Screen produced by the CSES.

Part V. LOCAL INCENTIVES

Program Explanation and Use of Incentive Funds

Incentive money received from the Federal Government in accordance with 42 U.S.C. §658a will be distributed by the DEPARTMENT in accordance with the Md. Code Ann., Fam. Law §10-106.1, "COMAR 07.07.11.01 - .05, Child Support Enforcement Incentives" and 45 CFR 303.52. State law allows incentive funds to be used for IV-D and Non-IV-D activities. Add additional pages if necessary and begin numbering at page 14b.

- a. Privatizing and outsourcing of child support enforcement services
- b. Improving automation capabilities
- c. Creating public awareness projects
- d. Developing program and special projects
- e. Establishing a performance incentive program to provide incentives for employees
- f. Assisting in staff development
- g. Establishing community outreach programs and activities

Document your incentive plan in this section. Describe each project. Use more pages if necessary.

(1)Project Title: Self Employed / Off the Books Payors

Type of Project: ☐ IVD or Non IVD ☐

Project Description: SAO will contract with Investigators to document child support payors who are self employed or work off the books in certain selected cases to highlight what our custodial parents and courts are indentifying as an increasing obstruction as to the enforcement of child support by contempt. Maryland law requires the court record to show proof of an absent parents present ability to meet a purge before incarceration can be used as a remedy in civil contempt cases.

Estimated Cost of the Project: \$27,000.

How the project improves the effectiveness or efficiency of the Child Support Program: Program will result in requiring more payors who now rely on undocumented or with self controlled income sources to pay their child support orders and by highlighting the selected cases cause other payors to do the same.

Time period for this project: 3 years

Evaluation of Project: Project is only just beginning

Part V. LOCAL INCENTIVES (Cont'd)

(2) Project Title: Automation Upgrades

Type of Project: ☐ IVD or Non IVD ☐

Project Description: SAO will utilize it's incentives to upgrade its automation capabilities by adding resources , replacing older equipment and adding digital storage to reduce file space. Lastly SAO will explore additional databases for locating income, assets or Absent parents as needed to process its cases. Also to add lap top computers to increase efficiency and research while at the Baltimore City Courts.

Estimated Cost of the Project: \$15000.

How the project improves the effectiveness or efficiency of the Child Support Program: Program will result in more efficient storage of files and data and increase or ability to locate and serve absent parents and custodians in our cases.

Time period for this project: 1 year

Evaluation of Project: Project is only just beginning

(3) Project Title: Public Awareness

Type of Project: ☐ IVD or Non IVD ☐

Project Description: SAO will utilize it's incentives to create and distribute informational pamphlets on the Child Support Establishment and Enforcement Process for parties to better understand the issues impacting their Child Support Cases and the Court Process.

Estimated Cost of the Project: \$3000.

How the project improves the effectiveness or efficiency of the Child Support Program: Program will result in more efficient storage of files and

data and increase or ability to locate and serve absent parents and custodians in our cases.

Time period for this project: 1 years

Evaluation of Project: Project is only just beginning

(4) Project Title: Medical Evaluations Project

Type of Project: ☐ IVD or Non IVD ☐

Project Description: SAO will contract with certain physicians to evaluate claims of disability or inability to work raised as defenses by child support payors in civil contempt cases.

Estimated Cost of the Project: \$12459

How the project improves the effectiveness or efficiency of the Child Support Program: Program will result in better professional evaluations of child support payors reducing improper claims of disability by child support payors whose current claims are reviewed by phsyciatrists of the Circuirt Court Medical Office whose speeciality id determing mental capacity to stand trial in criminal cases.

Time period for this project: 3 years

(5) Project Title: Public Awareness

Type of Project: ☐ IVD or Non IVD ☐

Project Description: SAO will utilize it's incentives to create an employee incentive program to reward employees who achieve certain goal developed to improve SAO's performance during this contract year.

Estimated Cost of the Project: \$5000.

How the project improves the effectiveness or efficiency of the Child Support Program: Program will result in better performance during this contract year by highlighting actions that will improve SAO's performance in establishing and enforcing our Child Support Cases by increased relocating of parties or better processes that simplify our work.

Time period for this project: 1 year

Evaluation of Project: Project is only just beginning

(6) ASSISTING IN STAFF DEVELOPMENT AND TRAINING

Project Title: TRAINING WORKSHOPS

Type of Project: IV – D

Project Description: SAO will bring in outside trainers to improve the computer skills and knowledge of its employees to improve the services provided to parties in child support cases.

Estimated Cost of the Project: \$5000

How the project improves the effectiveness or efficiency of the Child Support Program: Improving computer skills helps staff perform their work and prepare their dockets and cases more efficiently.

Time period for this project: One year

Evaluation of Project: Project is only just beginning

(7) Establishing Community Outreach

Project Title: SAO Website

Type of Project: IV – D

Project Description: SAO will establish a website to outline the services provided as part of the Baltimore City Child Support Process, explaining the duties and responsibilities of the various Agencies involved.

Estimated Cost of the Project: \$5000

How the project improves the effectiveness or efficiency of the Child Support Program: Improving knowledge provides the public with a better understanding of each partner's place in the process improves customer knowledge and provides contact points to obtain information or to address issues regarding Child Support cases in Baltimore City.

Contract No. CSEA/CRA-10-027

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Time period for this project: One year

Evaluation of Project: Project is only just beginning

Part V. LOCAL INCENTIVES (Cont'd)

SAMPLE PLAN

(6) ASSISTING IN STAFF DEVELOPMENT AND TRAINING

Project Title: TRAINING WORKSHOPS

Type of Project: IV – D

Project Description: Develop specialized training workshops and/or developmental meetings for IV-D employees on a monthly basis.

Estimated Cost of the Project: \$2,100

How the project improves the effectiveness or efficiency of the Child Support Program: Workshops and/or developmental meetings for IV-D employees are designed to provide education and instruction on new legal updates and better develop the practical skills of the Legal Assistant. These meetings allow workers to discuss problems, issues, and strategies they have encountered and used to better serve our IV-D clients. It is also an opportunity to provide current office information with regards to statistics, goals, improvements and/or changes, and discuss procedures used and or needed. This forum also allows for scheduling qualified speakers who are able to discuss and present various issues that pertain to the daily challenges of the IV-D child support worker.

Time period for this project: One year

Evaluation of Project: This project has been very beneficial for the office as it provides a regularly scheduled forum for reviewing day-to-day procedures. Everyone is given the same information at the same time and provides for a positive work atmosphere.

In witness whereof, the Parties have executed this Agreement on or before the date first set herein.

ATTEST:

Martin McGinn
Witness Signature

[Signature]
Witness Signature

Shenais Scurry
Witness

FOR THE PROVIDER:

Patricia C. Jessamy
Signature – Program Director

Patricia C. Jessamy, State's Attorney for Baltimore City
Name and Title of Program Director

12/10/09 (Date Signed)

[Signature]
Signature – Chief Executive

Sheila Dixon, Mayor for Baltimore City
Name and Title of Chief Executive

11/2/2010 (Date Signed)

[Signature]
Signature
Joseph A. Jackins, Jr.
Executive Director
Child Support Enforcement Administration
4/1/2010 (Date Signed)

This Agreement Approved as to Form and Legal Sufficiency by the Office of the Attorney General:

[Signature]
Assistant Attorney General

3-23-10
(Date Signed)

Approved For Form and Legal Sufficiency
This 28 December, 2009
Mary Jones
Assistant Solicitor

APPROVED BY THE BOARD OF ESTIMATES:

APR 28 2010 [Signature]
Date Clerk

PART VI. CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans, and
Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.




Signature

State's Attorney's Office
Agency/Organization

Division Chief
Title
12/10/09
Date

PART V- PROGRAM BUDGET EXPLANATION

<div>  </div>							
Position	Grade	Step	Annual Salary	Fringe Benefits	Medical Insurance	Percentage of Salary	Total
				37.5			
540 Division Chief			\$115,000	37.5	37.5	100%	\$115,000
622 Senior Prosecutor			\$104,475	37.5	37.5	100%	\$104,475
515 Assistant States Attorney			\$91,700	37.5	37.5	100%	\$91,700
556 Assistant States Attorney			\$79,275	37.5	37.5	100%	\$79,275
557 Assistant States Attorney			\$81,500	37.5	37.5	100%	\$81,500
510 Assistant States Attorney			\$81,875	37.5	37.5	100%	\$81,875
514a Assistant States Attorney			\$79,800	37.5	37.5	100%	\$79,800
513 Assistant States Attorney			\$67,200	37.5	37.5	100%	\$67,200
652 Assistant States Attorney			\$67,200	37.5	37.5	100%	\$67,200
558 Assistant States Attorney			\$83,850	37.5	37.5	100%	\$83,850
TBD Assistant States Attorney			\$98,500	37.5	37.5	100%	\$98,500
559 Senior Secretary			\$41,750	37.5	37.5	100%	\$41,750
Overtime							\$0
Other (explain)							\$0
				FTE	120	Total	\$992,125

Fringe Benefits:

Benefit	Amount
F.I.C.A. @ 7.65%	\$75,900
PENSION BENEFITS @ 8%	\$79,500
HEALTH SUBSIDIES	\$120,000
UNEMPLOYMENT INSURANCE	\$17,500
WORKMEN'S COMPENSATION	\$17,500
EMPLOYEE DEATH BENEFITS	\$12,000
Total	\$322,400

PART V- PROGRAM BUDGET EXPLANATION

Line Item		Explanation				County Mile Rate		Total		A.	
A. Mileage (Privately Owned Vehicle) Using the county's mileage rate.		___ miles x \$___ per mile (enter city/county government mileage allowance)				1200	\$0.59	\$708.00		\$708	
		Baltimore City mileage rate for FFY '2010 is a rate of 58.5 cents per mile. This is the maleage used for traveling to and from the Maryland Joint Child Support Conference.									
B. IV-D Conferences Only (No Exceptions, <u>Must</u> list each conference, number of attendees and cost.) Attach official conference information, for example, brochure, flyer, etc.		List Conferences Separately, Number of Attendee's and Cost Maryland Joint Child Support Conference				# To Attend	Nights	Total		B. \$7,730	
		Accommodations (per night): \$175				3	3	\$1,575.00			
		Registration Fee (per attendee): \$150						\$450.00			
		Tolls (per vehicle): \$10.00						\$10.00			
		Meals: \$140.00						\$420.00			
		Airfare: \$0.00						\$0.00			
		National Child Support Conference				# To Attend	Nights	Total			
		Accommodations (per night): \$225				2	4	\$1,800.00			
		Registration Fee (per attendee): \$225						\$450.00			
		Tolls (per vehicle): \$25.00						\$25.00			
		Meals: \$500.00						\$1,000.00			
		Airfare: \$1,000.00						\$2,000.00			
		Insert Conference name here				# To Attend	Nights	Total			
		Accommodations (per night):				0		\$0.00			
		Registration Fee (per attendee):						\$0.00			
		Tolls (per vehicle):						\$0.00			
		Meals:						\$0.00			
		Airfare:						\$0.00			
Document County's Per Diem Rate:											
Breakfast:		Insert county breakfast rate here									
Lunch:		Insert county lunch rate here									
Dinner:		Insert county dinner rate here									
		\$8,438									

3. Supply (List Each Item)	Method of Allocation (Explain how cost is determined)	
Office stationery (letterhead, second sheet and envelopes)	Actual Cost 25 Reams @ \$120, 25 Reams @ \$70 and 20 boxes @ \$140.	
		\$7,550.00
Expendable office supplies: Legal pads, paper, pens, pencils, tape, post-it notes, etc.	Projected Cost @\$1500 per employee, per annum	
		\$18,000.00
Office toner	Toner for printer	
		\$4,000.00
		\$29,550

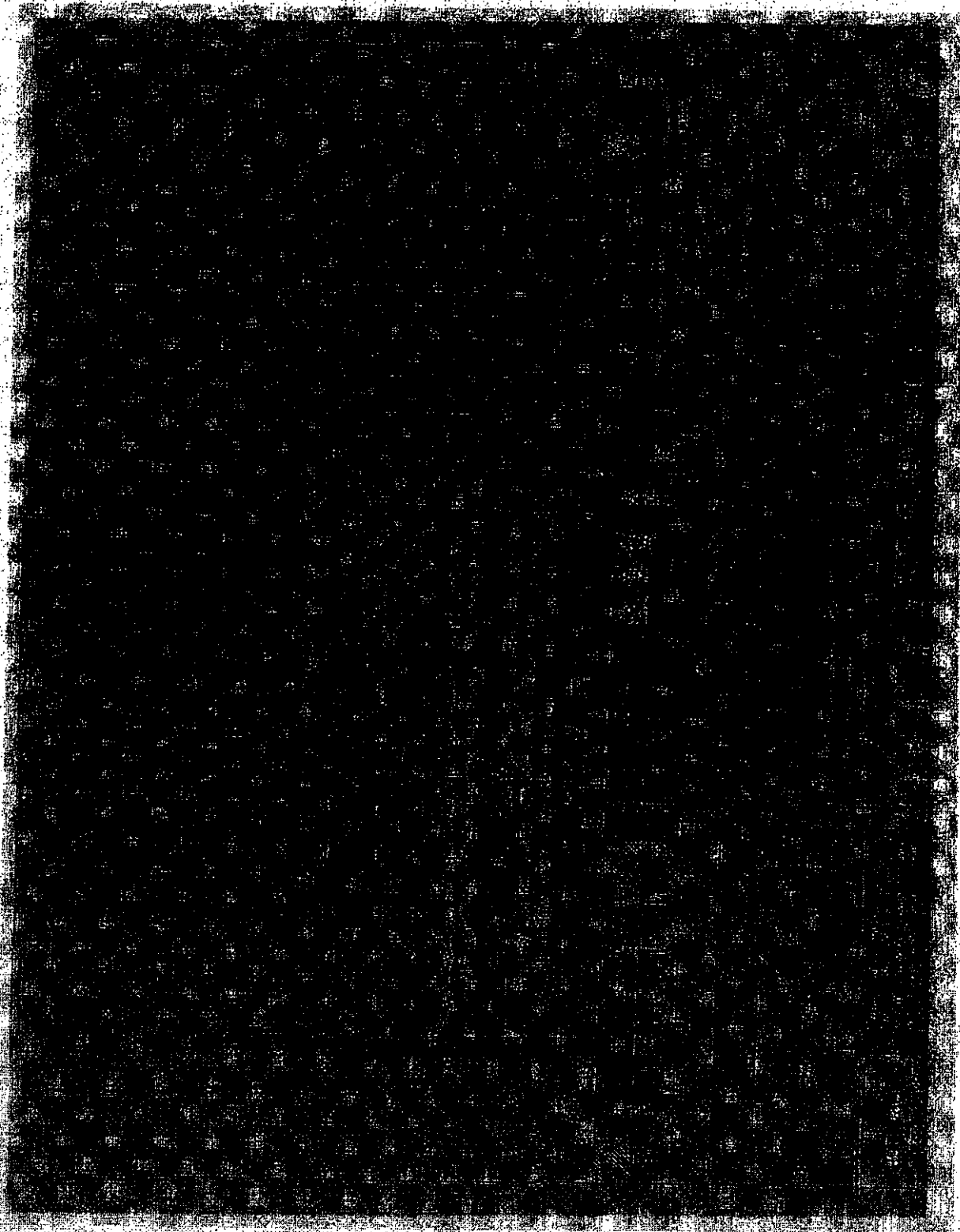
PART V- PROGRAM BUDGET EXPLANATION

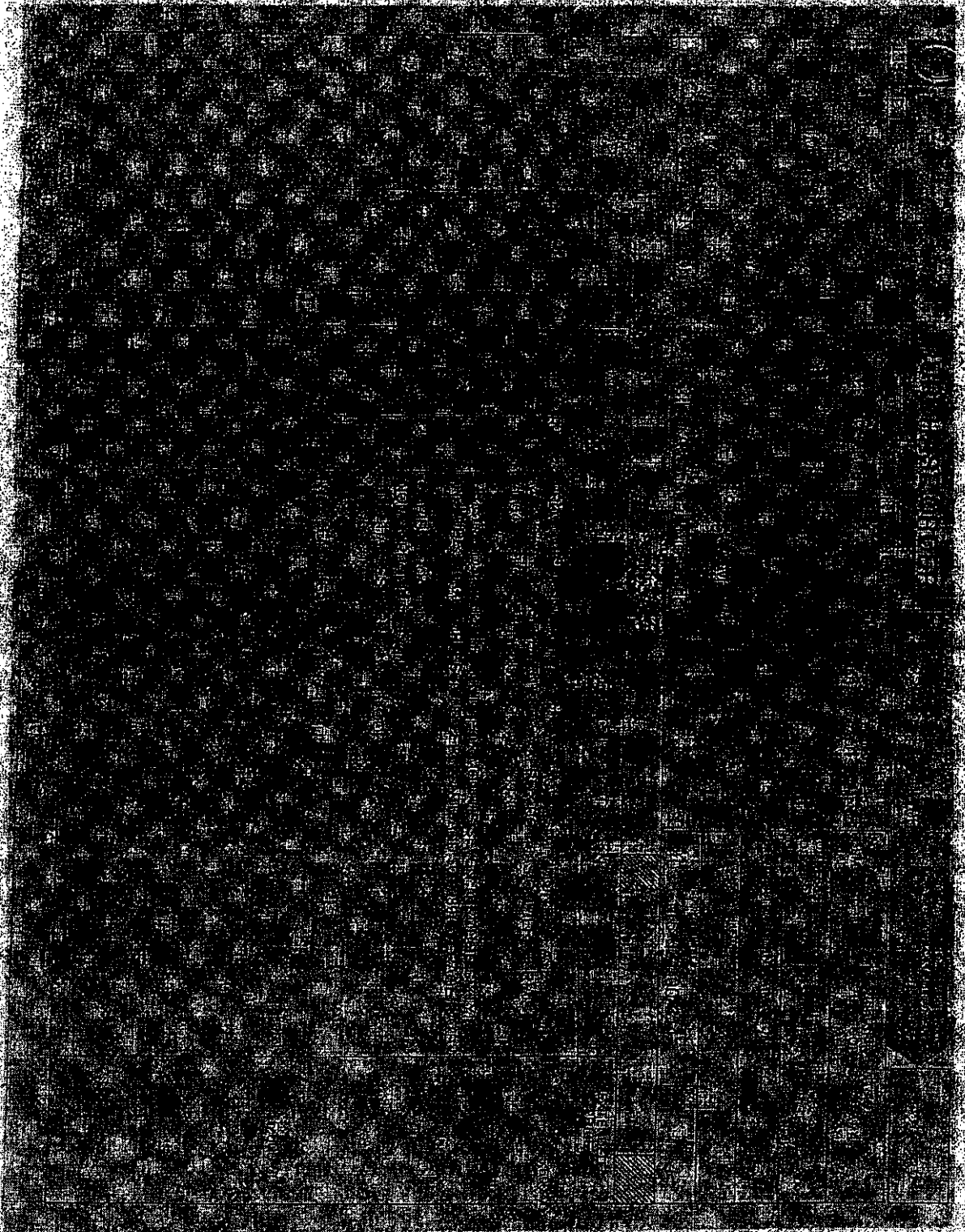
Equipment	Explanation				Amount
A. Purchases Itemized specific cost	Items Purchasing	Quantity	Cost	Total	A. \$0
				\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
B. Rented Indicate monthly rate for each item must include rental agreement or justification for anticipated cost.	Item Renting	Quantity	Cost	Total	B. \$20,900
	Photocopy Machine - Administrative Office	1	\$11,000.00	\$11,000.00	
	Photocopy Machine - Courthouse East	1	\$9,000.00	\$9,000.00	
	Additional usage @	45000	\$0.02	\$900.00	
C. Depreciated Include the method used for determining the amount of depreciation as an attachment.	Item Depreciated	Quantity	Cost	Total	C. \$0
			\$0.00	\$0.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
					\$20,900

5. RRA				
Prior approval must be received from the Child Support Administration for rent to be paid via a lease or space allocation plan. Use allowance for space specifically occupied by child support staff. In this regard: <u>Property Rental or lease MUST</u> be submitted with the CRA application. Use allowance documentation must be submitted with the CRA application.	Monthly Cost of	% of Space Used by	Total	
	Monthly cost or square footage x 12 months			\$0.00
				\$0
5. RRA				\$0

PART V- PROGRAM BUDGET EXPLANATION

Program		Installation Cost	Operation/ Monthly Cost	# of Lines	
a. Telephone	1) Installation cost plus (monthly) operation cost x 12 months				a.
(1) Land Lines					1)
(2) Wireless	2) Monthly rate and charges (Air Time) x (12 months)				2)
(3) Pagers	3) Monthly rate and charges (Air Time) x (12 months)				3)
					\$0
b. Printing	b. List Items			Item Cost	b.
	Insert printing items			\$0.00	
	Insert printing items			\$0.00	\$0
	Insert printing items			\$0.00	
c. Photocopies	c. Number copies x cost per copy	# of Copies	Cost Per Copy		c.
					\$0
d. Postage	d.	# of Stamps	Cost	Total	d.
(1) Class	(1) Number of stamps x postal rate per stamp	25,000	0.44	\$11,000	1)
	OR				
	amount determined in approved cost allocation plan				2)
(2) Registered	(2) Number of # items x postal rate		\$0.00	\$0	\$0
e. Indirect Cost	e.		Indirect Cost		e.
A current cost allocation plan must be on file at CSEA or submitted with the CRA proposal. Approval of indirect costs will be made consistent with Office of Management and Budget Circular A-87; Cost Principles for State and Local Government.	Provide documentation on how indirect cost was determined.		\$80,710.00		\$80,710
	Calculated by multiplying FFY 2010 salary and fringe benefits (1,314,525) by 6.14%. This method is consistent with the cost allocation plan on file with CSEA.				
f. Private Attorney	f.	Cost Per Hr.	# of Cases		f.
(Conflict of Interest Cases)	\$ _____ per hour for hours or \$ _____ per case for _____ cases.		100		\$0
g. Genetic Testing	g.	# of Test	Cost Per Test		g.
	# of Test ____ x Cost Per Test ____				\$0
h. Other	Insert other maintenance items		\$0.00		
	Insert other maintenance items		\$0.00		
	Insert other maintenance items		\$0.00		
	Insert other maintenance items		\$0.00		
	Insert other maintenance items		\$0.00		
	Insert other maintenance items		\$0.00		
	Insert other maintenance items		\$0.00		
					\$91,710





CCS XI
17000

DMD-MARTINUS, Inc.
CITY OF BALTIMORE, MARYLAND
Allocated Costs by Department
Consolidated

SUMMARY pag
Schedule
FISCAL
(cont)

cal Svc ELEMENTS	CIRC CT INDIRECT	CIR CT DIRECT	112 ORPH CRT	113 STJ ATTY	118 SHERIFF	120/2 MAYORAL	122 KDC RET SY.
OTING USE CRA				\$1,061		\$62,825	
PROCT USE CR							
CIRCT CT	921,280	3,195,043					
ACOS MCOT			110	5,557	3,133	2,719	560
LABOR REL							
CCOCT MISC						46,173	100,595
GRANT AGENTS							
GRANT R/S							
FIN. REL				20,846	13,898	28,834	6,811
FIN BUDGET			1,451	44,155	12,127	115,935	4,575
FIN ACCT/DPY			33	10,451	3,304	10,023	47
FIN FUNDING			1,408	44,311	33,511	38,892	10,250
FIN. KEN. MON			38	2,177	880	1,627	83
FIN. TRAIL. MT			851	38,701	24,291	25,050	1,885
PRESTIGE ADMS				378	1,956	67,181	
LAN DEPT							
PLS. MGR. ADM				192,343		164,025	
FIN. GEN. SVCS			9,636	559,292	1,545	1,095,125	
ALLOCALED	921,280	3,195,043	13,735	81,304,433	2156,135	2,747,125	2722,467

CITY OF BALTIMORE
 STATES ATTORNEY
 INDIRECT COST RATE (CONTINUATION)
 FOR FY 12 FY 2002

FY 99 INDIRECT COST (SEE ATTACHMENT) \$1,304,635⁺
 ADJUSTMENT FOR OCCUPANCY (493,263) ?

NOT ALLOWABLE INDIRECT COSTS \$816,322

TOTAL SALARIES/WAGES - FY 00

~~INDIRECT COSTS~~ 816,322 = 6,147,
 TOTAL SAL - FY 00 13,219,152

* SEE ATTACHMENTS

Prepared by

RICHARD J. JAMISON

COST PEOPLE PEOPLE LLC

301-848-9642

PART V - PROGRAM BUDGET SUMMARY

Initiative Project	Explanation	Gross Project Program
(1) Privatizing and outsourcing of child support enforcement services.	SAO will contract with certain investigators to document the income and or assets of Absent Parents who are self-employed or work under the table to highlight the issue and discourage other such individuals from evading their child support	\$27,000
(2) Improving automation capabilities.	SAO will utilize its incentives to upgrade its automation capabilities by replacing older equipment and adding digital storage to reduce file space. Lastly SAO will explore additional databases for locating income or assets for Absent Parents.	\$15,000
(3) Creating public awareness projects.	SAO will utilize its incentives to create and distribute informational pamphlets on the Child Support Establishment and Enforcement Process to assist parties to better understand the issues impacting their Child Support Case.	\$3,000
(4) Developing programs and special Projects.	SAO will contract with certain physicians to evaluate claims of disability in child support enforcement cases,	\$12,459
(5) Establishing a performance incentive program to provide incentives for employees	SAO will develop an appropriate Incentive program to reward employees who achieve goals developed to improve performance during the contract term.	\$5,000
(6) Assisting in staff development and training.	SAO will bring in outside trainers to improve the computer skills and knowledge of its employees and improve the services provided to parties in child support cases.	\$5,000
(7) Establishing community outreach programs and activities.	SAO will establish a website to outline the services provided as part of the Baltimore City Child Support Process, explaining the duties and responsibilities of the Agencies Involved.	\$5,000
Total	Total Incentive Projects	\$72,459

INSERT INCENTIVE AMOUNT**DISTRIBUTED BY CSEA IN FY 10 :****\$24,636.00 \$****72,459***(Incentive amount distributed by CSEA is divided by .34 and equals the total Incentive Project budget)*

PART V - PROGRAM BUDGET SUMMARY

		Total Available
1. Personnel	A. Salary	\$992,125
	B. Fringe Benefits	\$322,400
2. Travel		\$8,438
3. Supplies		\$29,550
4. Equipment		\$20,900
5. Rent		\$0
6. Miscellaneous		\$91,710
7. Total Operating Costs (Sum of Lines 1-6)		\$1,465,123
8. Local Share Operating Costs (34% of Line 7)		\$498,142
9. DHR Administration Fee (Insert on Page One) (11.11% of Line 8)		\$55,349
10. Federal Share Operating Costs (Line 7 Minus Line 8)		\$966,981
11. Total Incentive Project Cost		\$72,459
12. Federal Share of Incentive Project Cost (66% of Line 11)		\$47,823
13. Local Share of Incentive Project (Line 11 Minus Line 12)		\$24,636
14. Total Local Program Costs (Line 8 Plus Line 9 Plus Line 13)		\$578,127
15. Federal Financial Participation (Line 10 Plus Line 12)		\$1,014,804
16. Maximum Amount to be Paid By DHR (Line 15 Minus Line 9)		\$959,455
17. Total Program Costs: (Insert On Page One) (Line 7 Plus Line 11)		\$1,537,582

**STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT TERMS AND CONDITIONS**

STATE'S ATTORNEY'S OFFICE

I. PROGRAM AND SERVICES TO BE PROVIDED

- A. Subject to the continuing availability of Federal and local funding, the PROVIDER shall provide the program for the recovery of child support payments from non-custodial parents of children in accord with the plan more fully described in the Cooperative Reimbursement application, which is incorporated herein.**

Such program shall be subject to the supervision of the *DEPARTMENT OF HUMAN RESOURCES ("DEPARTMENT") to include the Child Support Enforcement Administration (CSEA) and Local Department of Social Services or Local Office of Child Support Enforcement* and shall be in compliance with such rules and regulations as the DEPARTMENT may adopt covering operation of the program. Supervision will consist of but not be limited to compliance reviews, case record reviews, statistical analysis, audits, monitoring of operational systems and procedures and any other reviews deemed necessary by the Administration.

- B. The PROVIDER shall prosecute and/or maintain for the DEPARTMENT all legal and equitable actions, available under Maryland law, including but not limited to proceedings under Md. Code Ann., Fam. Law § 10-108(a)(6), §§10-120 through 10-138, (earnings withholding order provisions), §§10-203 through 219, §§5-1001 through 5-1048, and §§10-301 through 10-354 and §§12-201- §§12-204 (child support guidelines) Maryland Rule 2-645, to establish, modify and enforce any legal obligation for child support including the establishment of paternity for out-of-state petitioners.**

- C. The PROVIDER, pursuant to Md. Code Ann., Fam. Law §10-111, §10-115 and §5-1011, shall provide legal representation for actions brought pursuant to Md. Code Ann., Fam. Law § 10-108, §§5-1001 through 5-1048, §§10-120 through 10-136, §§10-203 through 10-219, and §§10-301 through 10-354, in which Maryland is the initiating State, and shall represent any public agency of another State to which child support rights have been assigned.**

The PROVIDER shall contract with a private attorney to provide legal representation for persons approved by the Administration whenever an impermissible conflict of interest would arise if the PROVIDER directly furnished legal representation. Funding for this purpose shall be included in this contract and reimbursement shall be made under current Federal rates.

- D. Courts and Judicial Proceedings Article, §6-103.1 permits Maryland courts to exercise personal jurisdiction over non-resident defendants in child support proceedings, and §6-103.2, over non-resident defendants in paternity proceedings.

II. MODIFICATION AND TERMINATION

This Agreement represents the complete and final understanding of the PARTIES, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the PARTIES hereto, except that:

A. **Reductions and/or Increases in Federal Funding**

Reductions and/or increases in federal funding during the term of this contract may be passed on to the PROVIDER at the sole discretion of the DEPARTMENT.

B. **Budget Adjustments**

Adjustments of funds between budget categories (line item changes) must receive written approval by the DEPARTMENT. Adjustments that do not affect the total authorized funding, and are consistent with the objectives of this Agreement, do not require an amendment to the Agreement.

C. **Alteration of Agreement**

The PARTIES expressly reserve the right to alter, vary, modify or waive any provision of this Agreement; provided that such alteration, variation, modification, or waiver shall be valid only when reduced to a writing, which has been duly signed by each and every signator to the original of this Agreement or his successor in office and attached to the original of this Agreement.

D. **Early Termination**

The PARTIES may mutually agree in writing to an earlier termination at any time, or the DEPARTMENT, in its sole discretion, may serve upon the PROVIDER a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice.

Upon thirty (30) days written notice to the PROVIDER, the DEPARTMENT may terminate this Agreement at any time if it determines that PROVIDER's failure to perform adequately places the State in jeopardy of a fiscal sanction as described in Section V of this Agreement. Such determination shall be based upon reports, audits, and monitoring in accordance with Sections IV.A, IV.B, IV.C and IX.D of this Agreement.

III. COST AND EFFICIENCY

A. Payment:

The Department shall reimburse the Provider less the DHR Administrative Fee for services provided in the Agreement at a rate of 66% for all expenditures under Title IV-D Federal funds.

Payments by the DEPARTMENT will be contingent upon submission of a certified and itemized quarterly invoice. Invoices must be submitted as indicated in Section III D of this Agreement and must show PROVIDER's actual expenditures for the previous quarter in accordance with the approved budget. The format for said invoice shall be provided by CSEA.

B. Reduction of Expenditures by Fees and Other Income:

In determining the total amount expended for any quarter, the PROVIDER must exclude any authorized costs of collection deducted from support payments or charged to obligors, and any other income including interest earned on bank accounts, derived from services provided under the Agreement.

C. Payment of funds for the costs of services under this Agreement is contingent upon the DEPARTMENT's receiving funds to pay for these costs from funds appropriated under Title IV-D by the United States Department of Health and Human Services.

D. Notwithstanding any other provision of this Agreement, an invoice submitted by a PROVIDER for payment of expenditures (cash basis) made during any fiscal quarter must be received by the CSEA's Contract Specialist as stipulated below. Payment may be withheld at the sole discretion of the DEPARTMENT shall not be made under this Agreement on account of any such expenditure if the invoice is not received by the following dates:

Quarter Ending	Due Date
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

E. Performance Standards and Goals:

The DEPARTMENT reserves the right to impose penalties for failure to meet the Terms and Conditions of the Cooperative Reimbursement Agreement, including, but not limited to performance standards, performance goals, and reporting requirements. Failure to meet performance standards or performance goals in any quarter may, at the Department's discretion, result in a penalty of up to 10 percent of reimbursement otherwise due the Provider. Failure to meet reporting requirements or any other material term or condition of the Cooperative Reimbursement Agreement may, at the Department's discretion, result in a penalty of up to 10 percent of the amount otherwise due the Provider.

1. The performance standards are those enumerated in 45 CFR Subsections 303.2 - 303.8 and 303.20. Detailed specification of the performance standards requirements are defined in Part III, Program Narrative and Part IV Program Personnel of the Cooperative Reimbursement Agreement.
2. The Performance Goals are enumerated in Part V, Yearly Performance Goals, of the attached Cooperative Reimbursement Agreement Application. The Court Hearing and Disposition Report generated by the Child Support Enforcement System (CSES) will be used to determine actual performance. Reporting requirements are enumerated in Section III D.

3. Performance Goals

Performance is satisfactory if the percentage of actual performance to the goal is at or above the quarterly percentage rates shown in the chart below. The expected performance rate should be met in each performance category outlined in the CRA Application. However, the Provider will be considered compliant if the appropriate performance rate is met in all categories together as a total.

Quarter	Expected Performance Rate (per quarter)
1 st Quarter	18%
2 nd Quarter	40%
3 rd Quarter	60%
4 th Quarter	80 or More%

If performance is not met within the above expected percentage rate each quarter then a corrective action plan (CAP) is required. If performance at the required level is not achieved within the period of the CAP, then a 10% reduction may be imposed on the quarterly invoice. There may also be mitigating factors recognized by CSEA that override strict adherence to the performance rates set in Section III.E.3.

3. Corrective Action Procedures

The DEPARTMENT reserves the right to reduce or withhold contract payment in the event that the PROVIDER does not meet the aforementioned performance requirements. In this regard, the DEPARTMENT may reduce or withhold payment as follows:

- a. Withhold up to 10% from the first quarterly invoice following the PROVIDER's failure to submit a corrective action plan within the timeframes required by the DEPARTMENT. After submission and approval by the DEPARTMENT of the late corrective action plan, the contractor may be, at the discretion of the DEPARTMENT, be eligible to receive the withheld funds. The DEPARTMENT shall include the withheld amount in the payment to the PROVIDER that results from an invoice received after the PROVIDER is notified that the late corrective action plan is approved.***
- b. Reduce one quarterly payment to the PROVIDER by up to ten (10) percent for failure by the PROVIDER to cure deficiencies within the time frame established in a corrective action plan. However, in instances in which the PROVIDER documents mitigating circumstances the DEPARTMENT may extend the time frame for curing deficiencies. In such instances, if the PROVIDER is unable to cure the deficiency within the extended time frames, one monthly payment will be reduced.***

DOCUMENTATION AND RECORDS

Fiscal Responsibility, Records, Reports, and Monitoring Procedure:

- A. PROVIDER shall assume responsibility for maintenance of which reflect all direct and indirect costs of any nature expended in the performance of this Agreement; such records are to be subject at all reasonable times and upon receipt of reasonable notice for inspection, review or audit by Federal and/or State personnel assigned to perform such inspection by the DEPARTMENT or duly authorized Federal or State agency; and will furnish such fiscal and statistical reports as may be required by the DEPARTMENT, to the Division of Budget and Finance, to the Inspector General, and to CSEA.**

Program Records, Controls, Reports, and Monitoring Procedure:

- B. The State's Attorney shall use the CSES document generation module to generate forms for each action taken in a child support case to establish paternity or establish, modify or enforce a child support and medical support obligation. In addition each action taken shall be documented in CSES with a case action log, in the manner prescribed by the CSEA and, as appropriate, a copy of the document used maintained in a hard copy file in accordance with 45 CFR 303.2 (Establishment of cases and maintenance of case records).**

Statistical reporting data will be obtained from the CSES. Statistical information related to the establishment of paternity, establishment of support and enforcement of child support must be documented in the CSES as prescribed by CSEA. Performance incentives calculations will be based upon data extracted from CSES.

Retention of Records:

- C. The PROVIDER shall retain all records, and other documents relevant to this Agreement, including forms previously submitted to the DEPARTMENT in accord with its requirements, for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later; and upon receipt of reasonable notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need thereof in the performance of their official duties and such other persons as are authorized by the DEPARTMENT.
- D. Paragraphs A through C, supra, and Section III shall be construed in limitation of PROVIDER's reporting responsibilities under this Agreement.

V. FISCAL RESPONSIBILITY

The PROVIDER hereby agrees to immediately reimburse the DEPARTMENT for any payments withheld from the DEPARTMENT or adjustments made in funds otherwise due the DEPARTMENT by the U.S. Department of Health and Human Services (HHS) in connection with any expenditures by the PROVIDER under this Agreement; provided, however, that such reimbursement shall not be required for payments withheld or adjustments made by reason of any failure by the DEPARTMENT to comply with the terms of the Agreement.

In addition, the PROVIDER hereby agrees to reimburse the DEPARTMENT for any expenditures under this Agreement which are determined as a result of an audit by the DEPARTMENT, HHS or any authorized entity to be attributable to:

- (1) services to ineligible persons;
- (2) ineligible services;
- (3) Ineligible indirect costs, the provider may be liable for provisions including any disallowance or charges; or
- (4) any other items that are inconsistent with the provisions of this Agreement.

If the DEPARTMENT believes that any determination by HHS is erroneous or improper for any reason, the DEPARTMENT shall pursue all available legal remedies to reverse such determination and to prevent any fiscal sanction which HHS may seek to impose. The PROVIDER shall have a right to appeal any request for the return of funds under this paragraph. The appeal shall be to the Secretary

of the DEPARTMENT and shall be conducted in accordance with the State Administrative Procedure Act. The procedures to be followed shall include a hearing before an Administrative Law Judge, in the Office of Administrative Hearings, who shall render a recommended decision to the Secretary of the DEPARTMENT, who shall make the final decision. The PROVIDER shall return funds required to be returned under this paragraph no later than thirty (30) days following the DEPARTMENT's request for their return. However, if an appeal is requested within that thirty (30) day period, the PROVIDER will not be responsible for returning funds until thirty (30) days after such appeal has been completed and denied, or until a fiscal sanction has been imposed by HHS, whichever occurs first. The requirement for the return of such funds shall in no way be affected by any judicial remedies the PROVIDER might pursue in connection with the enforcement in this section. Under this section, the PROVIDER shall not be required to return any funds in excess of the full amount received under this Agreement during the period(s) for which the fiscal sanction is imposed.

VI. LOCAL INCENTIVES

Incentive money received from the Federal Government in accordance with 42 U.S.C. §658a will be distributed by the DEPARTMENT in accordance with the Md. Code Ann., Fam. Law §10-106.1, COMAR Title 07.07.11 and 45 CFR 303.52. Monies from the fund shall supplement and may not be used to supplant the budget of the Administration, a county, or a local support enforcement office.

State law allows incentive funds to be used for IV-D and Non-IV-D activities.

- a. IV-D activities are specifically provided for in Title IV-D of the Social Security Act and regulations issued by the Office of Child Support Enforcement (OCSE) and are eligible for federal matching funds.
- b. Non-IV-D activities are not specifically provided for in Title IV-D of the Act or in regulations issued by OCSE and are ineligible for federal matching funds.
- c. State law identifies the specific types of IV-D and Non-IV-D activities for which incentive funds may be used. These activities include:
 - a. Privatizing and outsourcing of child support enforcement services
 - b. Improving automation capabilities
 - c. Creating public awareness projects
 - d. Developing program and special projects
 - e. Establishing a performance incentive program to provide incentives for employees
 - f. Assisting in staff development and training
 - g. Establishing community outreach programs and activities

Note: Use of incentive funds for non-IV-D activities must receive approval from the DEPARTMENT and the federal office.

VII. CHARGING GENETIC TESTING COSTS

Under this Agreement and the IV-D Plan, the PROVIDER shall charge the cost of genetic testing to the person determined to be the father after receipt of genetic testing results pursuant to Md. Code Ann., Fam. Law §5-1029(h). The collection of such costs shall be deducted from the quarterly invoice.

VIII. SAFEGUARDING INFORMATION

The use or disclosure by any PARTY of any information concerning an applicant for or recipient of the services hereunder for any purpose inconsistent with the responsibilities and/or official duties of the DEPARTMENT or the PROVIDER under this Agreement and/or applicable provision of law, or the provisions of 45 CFR 205.50 is prohibited, except on written consent of the recipient, his attorney, or, if he is under a disability, his responsible parent, guardian or legal representative.

IX. TECHNICAL ASSISTANCE AND CONSULTATION

- A. The DEPARTMENT shall furnish the PROVIDER with such technical assistance and consultation by DEPARTMENTAL staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Agreement and not readily available elsewhere.
- B. The DEPARTMENT shall designate a CSEA and Local Child Support Agency (DSS or OCSE) Contract Specialists to serve as the contact between the DEPARTMENT and the PROVIDER regarding all matters relative to this Agreement.
- C. The use of funds under this Agreement by the PROVIDER to hire consultants shall require prior approval of the DEPARTMENT's designated Contract Specialists, of any such arrangement and the proposed work plan of the consultants involved.
- D. The PROVIDER agrees that meetings with any staff directly or indirectly involved in the provision of services which are the subject of this Agreement may be conducted at any reasonable time by Federal and/or State personnel assigned by the DEPARTMENT or by a duly authorized Federal or State agency for the purpose of monitoring or facilitating implementation of this Agreement.

X. EMPLOYEES

The individuals providing services for the DEPARTMENT pursuant to this Agreement shall be exclusively the employees of the PROVIDER and, as such, shall be entitled to participate in such employee benefit programs as shall be available to other persons in the PROVIDER's employ. No individual while an employee of the State of Maryland, or any Department, Commission, Agency or Branch thereof, whose duties as such employee relate to the subject matter of this Agreement, may concurrently be employed by the PROVIDER.

XI. STATE LAWS AND REGULATIONS

The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of such other agencies of the State of Maryland as is required under said laws and regulations.

XII. BINDING EFFECT OF CHILD SUPPORT LAWS AND REGULATIONS

The terms of this Agreement are subject to the provisions of the Federal Social Security Act establishing and governing public assistance and child support enforcement found in Title 42 of the United States Code, Chapter 7, particularly Title IV-D; the regulations of the United States Department of Health and Human Services promulgated thereunder, found in Title 45 of the Code of Federal Regulations, Parts 301 through 305, 307; and the provisions of the State plan adopted pursuant thereto.

XIII. SAVINGS CLAUSE

Both PARTIES hereby acknowledge the possibility of substantial changes in State and/or Federal regulations law or applicable to this Agreement and expressly agree to renegotiate and amend this Agreement as necessary to comply with such changes.

XIV. EQUAL OPPORTUNITY CLAUSE

- A. The PROVIDER agrees not to discriminate against any employee or applicant for employment under this program because of sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability: unrelated in nature and extent so as reasonably not to preclude the performance of such employment. The PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability: unrelated in nature and extent so as reasonably not to preclude the performance of such employment. Such action shall include, but not be limited to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the substance of this Equal Opportunity clause.
- B. The PROVIDER shall, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER, state that all qualified applicants will receive consideration for employment without regard to sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability.

- C. In the event of PROVIDER non-compliance with this clause, the DEPARTMENT at its option may cancel, terminate or suspend this Agreement, in whole or in part.

XV. USE AND SUPPLY OF INFORMATION

The DEPARTMENT will assure compliance with the prompt notice requirement in 45 CFR §235.70, requiring the Department of Social Services or CSEA Local Child Support Office to promptly transmit all relevant information regarding Temporary Cash Assistance (TCA) recipients to the PROVIDER hereunder, upon the furnishing of aid or the determination that an individual is a TCA recipient.

The DEPARTMENT shall grant the PROVIDER access to its Central Registry of records containing all available identifying information, including location, employment and financial status, if known, relating to parents who have deserted or appear to have deserted their children or from whom financial support for dependent children may be solicited in furtherance of the objectives of this Agreement.

XVI. CIVIL RIGHTS

- A. The PROVIDER will not, on the grounds of sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability:
- (1) deny any individual any service or other benefit provided under the program;
 - (2) provide any services or other benefit to an individual which is different, or is provided in a different manner, from those provided to others under the program;
 - (3) subject an individual to segregation or separate treatment in any matter related to receipt of any service(s) or other benefits provided under the program;
 - (4) restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or other benefit provided under the program;
 - (5) treat any individual differently from others in determining whether he satisfied any eligibility or other requirement or condition which individuals must meet in order to receive any aid, care, service or benefit provided under the program;
 - (6) deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program.
- B. The PROVIDER, in determining:
- (1) the types of services or other benefits to be provided under the program; or
 - (2) the class of individuals to whom, or the situations in which such services or other benefits will be provided under the program; or

- (3) the class of individuals to be afforded an opportunity to participate in the program; will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability.

XVII. NON DISCRIMINATION IN PROGRAMS

The PROVIDER understands that it will comply fully with provisions of the Americans With Disabilities Act. The provider agrees that it will not directly, or indirectly, through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of THE DEPARTMENT's program with respect to individuals with disabilities.

XVIII. PURCHASE AND TREATMENT OF ASSETS

- A. The PROVIDER shall obtain prior written approval from the DEPARTMENT for any assets acquired (rented or purchased) with funds paid under this Agreement, excluding ordinary office supplies, except that such approval is not required with regard to assets described in the Cooperative Reimbursement Program Application attached hereto.
- B. The PROVIDER shall receive reimbursement for the applicable Federal share, for equipment acquired under this Agreement through use allowances, depreciation, or one-time charge in the amount of acquisition cost. The computation of depreciation or use allowance will be based on acquisition cost.
 1. The method for computing depreciation of equipment shall be in accord with the IRS Guidelines. Equipment is defined by the Federal government as being tangible personal property which has a useful life of more than two years or a cost of \$500 or more. Equipment costing \$25,000 or less may be purchased under the Cooperative Reimbursement Agreement with CSEA approval and may be claimed in the period acquired; equipment costing over \$25,000 must be depreciated (Code of Federal Regulations, Title 45, Part 95, Subpart G.).
 2. The use allowance for equipment shall be computed at an annual rate of six and three quarters percent (6 3/4%) of acquisition cost.

- C. The PROVIDER shall be responsible for the maintenance, repair, protection and preservation of all equipment purchased under this Agreement and shall be reimbursed for cost associated with such maintenance.
- D. Such equipment shall, unless otherwise provided herein, or approved in writing by the DEPARTMENT, be used only for the performance of this Agreement.
- E. If the equipment is depreciated, any gain or loss on the disposition of the equipment shall be treated as a decrease or an increase to the depreciation expense for the period in which the disposition takes place. This does not apply to equipment for which costs were claimed for reimbursement through use allowance.
- F. Title to all property acquired by the PROVIDER under this or any past agreement, at a cost of One Thousand Dollars (\$1,000) or over, including purchase by lease purchase agreement, for the cost of which the PROVIDER was reimbursed, at the applicable Federal Financial Participation (FFP) rate, shall vest in the DEPARTMENT.
- G. Every federal fiscal year and upon termination of this Agreement, the PROVIDER shall deliver to the DEPARTMENT a listing of all DEPARTMENT property leased or purchased during this Agreement, showing the following information as to each property item:
 - 1. A description of the property;
 - 2. Manufacturer's serial number or other identification number;
 - 3. Acquisition date and cost;
 - 4. Acquisition date and rental cost;
 - 5. Source of property;
 - 6. Percentage of Federal funds used in the acquisition of the property; and
 - 7. Location, use and condition of the property.
- H. Upon termination of the Agreement, the DEPARTMENT may require the PROVIDER to deliver to the DEPARTMENT any DEPARTMENT owned property specifically produced or acquired for the performance of this Agreement.

The Administration shall furnish a form for the PROVIDER's use in submitting the Yearly Equipment Inventory Report.

XIX. LISTING WITH JOB SERVICE

PROVIDER agrees to list all employment positions to be created or filled in connection with the services to be provided under this Agreement with the Maryland Workforce Exchange, Department of Labor, Licensing and Regulation, or its successor, except where such positions are required to be filled through the County/City Merit System or where there are special employment conditions which cannot be met through the use of this service.

XX. ANTI-DRUG ABUSE

The PROVIDER, pursuant to 41 USC §702, shall provide a drug-free work place by taking the following steps:

- A. Publishing notice to employees that controlled substances are prohibited in the work place and specifying sanctions for violations.
- B. Establishing a drug-free awareness program to inform employees about the dangers of drugs, the employer's drug-free policy, the availability of counseling and treatment and the penalties for violations.
- C. Making it a condition of their employment that employees will abide by the notice and will notify the PROVIDER of any drug statute conviction for a work place violation no later than five (5) days after such conviction.
- D. Notifying the DEPARTMENT of an employee's conviction within ten (10) days after receiving notice from the employee.
- E. Imposing a sanction on, or requiring satisfactory participation in, a drug abuse assistance or rehabilitation program, by an employee who is so convicted.
- F. Making a good faith effort to maintain a drug-free workplace.

XXI. CHILD SUPPORT ENFORCEMENT SYSTEM

The PROVIDER shall participate in the operation, comply with all policies and procedures, and participate in *new worker, as appropriate* and ongoing training and activities that result from system enhancements with regard to the statewide automated Client Information System (CIS)/Child Support Enforcement System (CSES) operated by the DEPARTMENT. (CIS)/CSES shall be the only data processing system funded under this agreement. The Provider's costs for operating a Provider operated system shall not be covered by this agreement.

The PROVIDER shall purchase or replace as necessary equipment and software for employees who must access the CSES in order to provide services under this Agreement. The State shall reimburse the PROVIDER for equipment and software purchases that are properly invoiced. The ownership and maintenance of the CSES equipment and software purchased under this Section shall be governed by Section XVIII.

XXII. CHILD SUPPORT ENFORCEMENT TRAINING

The PROVIDER shall attend the child support training academy and other training deemed necessary by the DEPARTMENT (CSEA or Local Child Support Agency) related to establishment of paternity, establishment and enforcement of child and medical support order, review and adjustment of orders or special initiatives or projects.

XXIII. FILING ON BEHALF OF TEMPORARY CASH ASSISTANCE RECIPIENTS

Consistent with Md. Code Ann., Fam. Law §5-1010, §5-1011, and §§10-108(a)(5) and (6), the State of Maryland, Department of Human Resources shall be named as the complainant in all complaints filed on behalf of TCA recipients.

XXIV. REVIEW AND ADJUSTMENT

The PROVIDER shall complete necessary actions for the periodic review and adjustment of existing child support orders in a manner consistent with the DEPARTMENT'S policies and directives, in accordance with Md. Code Ann., Fam. Law §10-114(a)(5).

XV. HEALTH INSURANCE ENFORCEMENT

The PROVIDER shall complete necessary actions for the establishment and enforcement of health insurance or medical support in child support court orders in a manner consistent with the DEPARTMENT'S policies and directives.

XXVI. NON-TEMPORARY CASH ASSISTANCE MEDICAL ASSISTANCE

The PROVIDER shall provide child support services to the recipients of Non-TCA Medical Assistance and treat the same as Non-TCA cases, in a manner consistent with the DEPARTMENT'S policies and directives.

XXVII. TITLE IV-E AND STATE FOSTER CARE

The PROVIDER shall provide child support services on behalf of the State for Title IV-E and State funded Foster Care children, in a manner consistent with the DEPARTMENT'S policies and directives.

XXVIII. CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying required by 31 U.S.C. §1352 prohibits the use of Federal funds for lobbying and requires the disclosure of each instance of lobbying that occurs using appropriated or other fund sources. Completion of this Certification Regarding Lobbying is required as acknowledgment of this prohibition on behalf of the PROVIDER and the related requirements and penalties.

XXIX. SERVICES TO NON-CUSTODIAL PARENTS

PROVIDER expressly agrees to provide child support services to non-custodial parents who file an application for services with the DEPARTMENT in compliance with §42 U.S.C. 654 (6) of the Social Security Act, federal regulations at 45 CFR §302.33(a) and the DEPARTMENT's policies and directives.

XXX. EMPLOYEE CERTIFICATION

"Charges to Federal awards for salaries and wages, whether treated as direct or indirect costs, will be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by a responsible official(s) of the governmental unit." (2 CFR CH. II Pt. 225, App. B, (1) OMB Circular A-87 and Guidance)

- A. The PROVIDER shall provide certification of all employees working 100% with the DEPARTMENT. "Where employees are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee." (2 CFR CH. II Pt. 225, App. B, (2) OMB Circular A-87 and Guidance) (See Attachment A)**

B. Compensation for Personnel Services

To comply with OMB Circular A-87, employees that work on multiple activities, other than child support activities, a distribution of the billable hours must be supported by timesheets or personnel activity reports or equivalent documentation. Additionally,

- 1. For each employee working less than 100% of their time on the child support program, attach a timesheet illustrating child support activities. Timesheets must contain a signature block for the employee's signature.**
- 2. Personnel Activity Reports must illustrate the following:**
 - Actual activity of the employee.**
 - Account for the total activity for which each employee is compensated.**
 - Coincide with one or more pay periods, and;**
 - Contain a signature block for the employee's signature.**

Attachment A

CHILD SUPPORT ENFORCEMENT ADMINISTRATION FEDERAL PROGRAM EMPLOYEE CERTIFICATION REPORTING FORM

Instructions Employees working entirely on the Cooperative Reimbursement Agreement (CRA) with the Maryland Department of Human Resources/Child Support Enforcement Administration (CSEA), during the report period, should complete this certification form immediately following the end of each six-month reporting period and submit the original to CSEA Contract Manager. A copy (original at CSEA) of the form must be made available to state and federal auditors upon request.

Purpose of Form: To comply with OMB Circular A-87, employees that are expected to work solely on a single federal award or cost objective are required to periodically certify that they worked solely on that program for the period covered by the certification (See Terms and Conditions for clarification).

Jurisdiction:	CRA Contract #:
Check one Box Master's Office <input type="checkbox"/> State's Attorney's Office <input type="checkbox"/> Sheriff's Office <input type="checkbox"/> Administrative Office of the Courts <input type="checkbox"/>	Time Reporting Period (check one box) <input type="checkbox"/> October 1 through March 31, _____ <input type="checkbox"/> April 1 through September 30, _____

I certify that while employed during this time period, I worked solely on the Maryland Department of Human Resources, Child Support Enforcement Administration, Cooperative Reimbursement Agreement.

Date	Printed Employee Name	Employee Signature	Supervisor's Initials
	Project Supervisor's Name & Signature		